

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE LODGE NO. 5	:	Case No. AAA 14 390 00707 09
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	:	
	:	
- and -	:	
	:	Grievance: Donald Swan, Jr.
	:	(Discharge)
	:	

CITY OF PHILADELPHIA

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, Donald Swan ("Swan") was employed by the City and a member of the bargaining unit represented by the FOP; and,

WHEREAS, the FOP initiated a grievance on Swan's behalf challenging the City's Discharge of Swan; and,

WHEREAS, the parties wish to amicably resolve the matter of Swan's Discharge;

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual promises contained herein, the parties hereby enter into this Settlement Agreement ("Agreement") and agree to the following terms:


1. Grievant Donald Swan will immediately be reinstated to his former position as a Police Officer with the Philadelphia Police Department. Grievant agrees that he must be certified under the Municipal Police Officer's Education and Training Commission (MPOETC) rules and regulations (including but not limited to not any disqualifying criminal activity in the intervening period) and is able to meet all other conditions of employment, including certification by the medical evaluation unit.
2. Grievant's discharge will be reduced to a served 5 day suspension. This suspension will be served for the violation of the Philadelphia Police Department Disciplinary Code § 1.45, (Using Rude or Insulting Language While on Duty). All other discipline will expunged from Grievant's personnel and disciplinary records. More specifically, the charge of "Conduct Unbecoming an Officer; Repeated Violations of Department Rules and Regulations, and/or Any Other Course of Conduct Indicating that a Member has Little or No Regard for His/Her Responsibility as a Member of the Police Department,

Section 1.75 of the Disciplinary Code, will be withdrawn by the City and fully expunged from his personnel record

3. The Grievant's "Gniotek" (Discharge Proceeding) record and history will be completely expunged from his personnel file.
4. Grievant will retain all other emoluments of employment, including but not limited to, seniority, longevity, ability to purchase pension credits, and restoration of all accrued sick leave at the time of discharge.
5. In consideration of the foregoing, the FOP agrees to withdraw the grievance and demand for arbitration in this matter.
6. In further consideration of the foregoing, grievant agrees to release the City, its departments, boards, agencies, official, employees and agents from any claims grievant had, has, or may have against them arising out of the subject matter of the aforementioned grievance.
7. The grievant further agrees to release the FOP, its officers, members, employees, and agents from any claims he had, has, or may have against them arising out of the subject matter of said grievance but not limited to claims of breach of duty of fair representation.
8. Nothing in this agreement shall be construed as an admission by the FOP that the City did not violate the parties' collective bargaining agreement.
9. Nothing in this agreement shall be construed as an admission by the City that the FOP did not violate the parties' collective bargaining agreement.
10. This agreement is not intended in any way to set precedent or to prejudice with the respective positions of the parties in this matter or any other future disputes, grievances, or any legal matters. This agreement may not be introduced, or referred to, for any purpose by either party in subsequent administrative, judicial, or any other legal proceedings, except that it may be used in any proceeding necessary to compel enforcement with the Agreement.
11. By entering into this agreement, the parties and Grievant acknowledge that they have read the agreement, have had the opportunity to review its terms and conditions, understand said terms and conditions, enter into this agreement voluntarily, and agree to be bound hereby.

WHEREFORE, the FOP, the City, and Swan, intending to be legally bound hereby, enter into this agreement this _____ day of _____, 2010, as evidenced by their

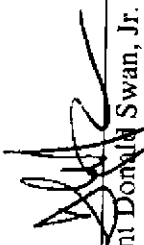
signatures or the signatures of their representatives below.


Fraternal Order of Police
Lodge No. 5

Date: 9-17-10


Philadelphia Police Department

Date: 9-10-10


Grievant Donald Swan, Jr.

Date: 9-16-10